

City of Santee



REQUEST FOR PROPOSALS FOR WALKER PRESERVE RESTORATION AND MONITORING PROJECT

RFP Issued: August 9, 2017

BID NUMBER: 17/18-40010

PROPOSALS DUE: SEPTEMBER 6, 2017 AT 3:00 P.M.

BID OPENING: No



City of Santee
10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100 ext. 126

CITY OF SANTEE
REQUEST FOR PROPOSALS
FOR WALKER PRESERVE RESTORATION AND MONITORING PROJECT
August 9, 2017

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1. INTRODUCTION

The City of Santee, (hereinafter also referred to as ("City")), with a population of approximately 58,000 is seeking a proposer(s) with experience in habitat restoration and monitoring. The City is seeking proposals from qualified firms and intends for the successful proposer(s) to provide the mechanism to achieve the city's goal. This Request for Proposals (RFP) describes the Project, the required scope of services, the selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

Based on this RFP, the City intends to select one firm for agreement negotiations. If the City is unable to reach an agreement with the selected firm, then the City has the option to negotiate with another. Award of the contract, if any, will be to the firm whose professional qualifications, experience, and proposed work plan demonstrates that it will competently satisfy the requirements described in this RFP within the City's budget. Price will be a primary factor, but will not be the sole consideration for award. This RFP does not commit the City to award any contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP, or in any resulting negotiations, or to procure contracts for work.

The successful firm will be expected to execute the City's standard, template contract and will be required to meet specific insurance requirements as indicated in **Attachment 'A'** – Sample Agreement. Additionally, the selected firm must have, or will be required to obtain, a business license to work in the City of Santee. The City's estimated budget for the Project is \$256,665 spread out over a five year period.

Any changes to this RFP are invalid, unless specifically modified by the City and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the City's copy shall prevail. All addenda and notices related to this solicitation will be posted by the City on the City's website at www.cityofsanteeca.gov. In the event this RFP is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the RFP document.

2. RFP INQUIRIES

All questions concerning this RFP must be submitted in writing and received no later than 3:00 p.m. on August 30, 2017. Questions must be directed to:

Terry Rodgers
Management Assistant
10601 Magnolia Avenue
Santee, California 92071

Voice: (619) 258-4100 ext. 127
Fax: (619) 258-4189
Email: Trodgers@cityofsanteeca.gov

Information relative to this RFP obtained from other sources may not be accurate and will not be considered binding. Contact with City personnel other than the staff person listed above regarding this RFP may be grounds for elimination from the selection process.

3. PROJECT SCHEDULE

Following is the City's tentative schedule for selection of a qualified firm and expected completion of the Project:

- | | |
|---|---------------------------------------|
| 1. REQUEST FOR PROPOSALS ISSUED | August 9, 2017 |
| 2. FINAL DATE QUESTIONS DUE FOR CONSIDERATION | August 30, 2017 by 12:00 p.m. |
| 3. PROPOSALS DUE | September 6, 2017 by 3:00 p.m. |
| 4. STAFF REVIEW OF PROPOSALS | September 7 - 8, 2017 |
| 5. INTERVIEWS WITH SELECTED FIRMS (OPTIONAL) | September 11 - 13, 2017 |
| 6. ANTICIPATED AWARD OF CONTRACT | September 27, 2017 |

4. SCOPE OF SERVICES

The City of Santee is proposing to contract with a firm(s) to assess the Walker Preserve, remove invasive plants, restore native habitat, install erosion control improvements and monitor the site over a five-year period. The work will occur within a 2.5-acre footprint (**Attachment – 'B'**) south the lodge-pole fencing bordering the preserve's recreational trail.

Although much of the riparian zone closest to the San Diego River (River) was previously restored as part of a reclamation project by a former sand mining operator, the gap between the trail and the restored area needs attention. Since completion of the trail in April 2015, non-native, invasive weeds and shrubs have established along the edges just beyond the trail's fencing. The area targeted for restoration, which has located exclusively along the southside of the trail, has been taken over by numerous non-native species, including short-pod mustard (*Hirschfeldia incana*), garland chrysanthemum (*Glebionis coronaria*) and crystalline ice plant (*Mesembryanthemum crystallinum*),

It is expected restoration efforts, within this footprint, will remove non-native plants and be replanted with native upland and transitional wetland species. Establishment of native vegetation in these areas should provide habitat for a variety of wildlife species as well as provide a buffer to the existing wetland habitats which border the River. Establishment of native plants within this buffer is also expected to create a natural physical barrier to deter visitors from going off trail and trampling restored riparian habitat to reach the river.

The contracted firm(s) shall have a qualified biologist that will assess the site and develop a plan that includes specifications for site preparation, irrigation, planting, maintenance and monitoring that will include the design of low-tech features to slow the flow of stormwater runoff flowing towards the river. Such measures are intended to reduce erosion and deter the flow of rain-transported sediment into the river. These features will be installed in upland areas and will not impact existing native habitats.

The contracted firm(s) biologist will prepare a plan for the removal of invasive plants which will be followed by a Restoration Plan that should include the planting native coastal sage scrub and transitional riparian wetland habitat that should include species such as coastal sagebrush (*Artemisia californica*), flat-top buckwheat (*Eriogonum fasciculatum* var. *fosciculatum*), white sage (*Salvia apiana*), black sage (*Salvia mellifera*), laurel sumac (*Malosma laurina*), and

lemonade berry (*Rhus integrifolia*). In addition, transitional wetland species should be planted along the lower elevational riparian edge that should include coyote brush (*Baccharis pilularis*), mulefat (*Baccharis salicifolia*) and mugwort (*Artemisia douglasiana*).

All planting will occur during 2017 late fall/early 2018 winter to take advantage of seasonal conditions. As part of the Restoration Plan, the native plants installed will be hand watered using reclaimed water that is available from quick couplers connected to an existing irrigation system located near the western limits of the project area. Truck mounted water tanks will be filled and dispensed using garden hoses to water individual plants. No water from the river will be used. Plants will be deeply watered on a relatively infrequent, as-need basis, to assist with their naturalization to the site. Watering during the summer months will be limited as much as possible to avoid root rot, which most native plants are susceptible to if watered during this time. Watering is expected to be terminated at the end of the first year of establishment, following the first winter rains. An estimated 110,000 gallons of re-claimed water should be used to water the site during this first year.

Qualified revegetation technicians acting under the guidance of a qualified restoration biologist will maintain the restoration areas for the first three years to ensure plant establishment. During the fourth and fifth years of the project, the biologist will continue to evaluate the restoration site and advise the City on what additional restoration measures should be taken. The biologist will monitor the installation and maintenance activities and, at the end of the fifth year maintenance and monitoring period, produce a final report that discusses the results of the restoration effort. This report will include plant survival, a vegetative coverage analysis, and the results obtained from a California Rapid Assessment Method (CRAM) assessment to determine the success of the restoration effort. The Biologist will need to be CRAM certified to perform the assessment.

In addition, the contracted firm(s) will prepare quarterly update and annual reports documenting all work performed. These reports will be available to the San Diego River Conservancy or other agencies and individuals upon request.

The contracted firm(s) will follow professional standards for reporting sensitive species occurrences and other relevant field observations via the California Natural Diversity Database (CNDDB), or the San Diego Natural History Museum.

Deliverables will consist of the following:

- Before and after photo documentation of project site
- Assessment, Restoration and Monitoring plan
- Quarterly and annual progress reports
- Final Project Report

5. PROPOSAL FORMAT AND CONTENT

Proposals should be concise but provide sufficient detail to enable the City to conduct an operational evaluation of the proposal. Proposals should clearly demonstrate the firm's qualifications and experience with similar projects and services, as well as the qualifications and competence of the particular staff to be assigned to this project. It should also specify the firm's methodologies and approach to meet the RFP requirements. Figures should be clearly explained in a narrative or in footnotes, as necessary.

Firms may provide more information as deemed appropriate, but are required to follow the general outline and include the minimum information presented below. The substance of proposals will carry more weight than their form or manner of presentation.

5.1 Transmittal Letter / Executive Summary

A signed letter of transmittal briefly stating the firm's understanding of the work to be done and why the firm believes it is the best qualified. Include an overview that highlights the firm's approach to the project and its commitment to meet or exceed the City's objectives and ensure the project is successfully completed on time and within budget. Also Include:

- The title and date of the proposal
- The firm's legal name and address
- Legal form of business (sole proprietor, partnership, corporation, joint venture, etc.) If the company is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable
- Year firm was established
- Name, title, address and contact information (phone and e-mail) of the person to contact regarding the proposal
- Name, title, address and contact information (phone and e-mail) of the main point-of-contract/project manager to be assigned to the project
- Company website, if any

5.2 Experience, Technical Competence & References

Describe the firm's qualifications, competence, capacity and resources to perform the Walker Preserve Restoration and Monitoring Project. Include the firm's experience in completing similar projects. Specifically, describe the firm's experience working with state or local government agencies.

Identify up to five (5) successfully completed projects of similar nature within the last five (5) years. Highlight any projects where the team identified for this proposal has worked together in the past. Include three (3) to five (5) client references, outlining:

- Company names and addresses
- Names and telephone numbers for primary contact persons
- Project budgets

5.3 Staffing Plan and Key Personnel

Describe the staffing plan and provide an indication of the total staffing level for the project, including project management staff. Identify the roles and responsibilities of key personnel who will perform the work and provide a brief biography or resume for

each. The information provided should demonstrate the qualifications of the particular staff to be assigned to this project.

5.4 Proposed Method to Accomplish the Work

Describe the firm's technical and management approach to complete the project. Provide a preliminary project schedule reflecting major activities, task-related milestones, an outline of deliverables and anticipated project completion. Describe any variations from the Scope of Services that will enhance the outcome.

Describe the firm's plan for ensuring appropriate communication and responsiveness to the City's needs, including the firm's plans for written and/or verbal updates/meetings (i.e. daily, weekly, or bi-weekly review meetings as needed); and the firm's representative for purposes of being the City's single point of contact on a day-to-day basis (i.e. project manager).

Outline any anticipated data, information or materials needed from the City to complete the project, which was not obtained during the questions for consideration period which ended at 12:00 pm on August 30, 2017.

5.5 Pricing / Fee to Perform Service

Outline a comprehensive cost estimate that takes into consideration all services, materials, and installation costs associated to complete the scope of work. The proposed costs should contain all pricing information relative to performing the work as described in this RFP. Clearly note all assumptions that were used to create the estimate and highlight any areas of concern.

Should it become necessary for the City to request the firm to render additional services to either supplement the services requested in this RFP or to perform additional work as a result of specific recommendations included in any report pertaining to the contract, then such additional work shall be performed only if set forth in an amendment to the contract between the City and the firm. Billing rates for any such additional work agreed to between the City and the firm should be set forth in the cost proposal.

The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

5.6 Independence

Describe the firm's professional relationships, if any, involving the City or any of its employees, departments, for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed work. In addition, the firm shall give the City written notice of any professional relationships involving the City or any of its component units/agencies entered into during the period of this Agreement.

5.7 Appendices or Exhibits

Include as needed.

6. SUBMITTAL REQUIREMENTS

The deadline for submitting sealed proposals is **no later than 3:00 p.m. on September 6, 2017**. Postmark date will not constitute timely delivery. Proposals and/or modifications received after this date and time will not be considered. Failure to comply with all the requirements of the RFP may result in disqualification. Proposals submitted by facsimile or electronic mailing (email) are not acceptable and will not be considered. Proposals will not be opened publicly.

Three (3) paper copies of the Proposal plus the Original (Total of 4) and a PDF version on CD or flash drive are required upon submittal and must be submitted in a sealed envelope. If submitted by mail, the sealed envelope containing the proposal must be enclosed in another envelope. Note: Documents shall be two-sided wherever feasible.

The proposal must be submitted in an enclosed sealed envelope, stating **“Request for Proposals for Walker Preserve Restoration and Monitoring Project”** in the lower left corner of the envelope. The proposal must be signed by an officer or authorized employee of the firm(s) or proposer, empowered to do so. Proposals may be rejected if not signed by such authorized employee. To receive proper consideration, proposals must be fully responsive to the RFP and follow the format and order as outlined herein.

The proposal must be submitted to:

City of Santee
City Clerk's Office
10601 Magnolia Avenue, Building 3
Santee, CA 92071-1222

6.1 Pricing Information

The pricing information required by this RFP must be provided on a separate form entitled **“Contractor's Proposal”** and be placed in a separate, sealed envelope. Price shall remain fixed for a minimum ninety (90) calendar days following the RFP submittal date. Proposers may include in their response to the RFP, any additional information and/or incentives which they feel may assist the City in accomplishing the goals contemplated by the City.

7. EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated based on the information submitted in the proposals. Cost, while a consideration, will not be the sole factor for award of contract. Proposals will be evaluated based on the firm's professional qualifications, experience, implementation plan and cost as follows:

1. Project Experience, Technical Expertise and References (40%)

The overall qualifications and technical expertise of the firm, as well as experience and professional qualifications of the key members of the project team. Experience with and successful completion of similar projects. Feedback from clients of other successfully completed projects of a similar nature. Emphasis will be placed on a firm's experience in implementing City website designs or redesigns.

2. Project Design & Implementation Methodology (30%)

Thoroughness and understanding of the tasks to be completed. Approach and development of an overall strategic plan to best meet the City's needs, including proposed restoration and monitoring methods and an implementation schedule that completes the Project in a timely manner within Project deadlines.

3. Project Cost (30%)

Reasonableness and competitiveness of the fee schedule. The lowest proposed cost is a significant factor, but is not the sole criteria for recommending contract award. Award will be based on the best value. Irrespective of cost, proposals will be rejected if they do not meet the City's needs.

Following the evaluation, interviews may be conducted as part of the final selection process. However, the City may, at its option, select a firm strictly on the basis of the initial proposals, without short-listing firms or conducting oral interviews. Further, the City has the option to reject all proposals, request clarification, or to waive irregularities in any proposal. The City retains the right to award to more than one Proposer if it is in the best interest of the City.

The successful firm will be expected to execute the City's standard template contract in a form substantially the same as the City's standard Agreement attached hereto as **Attachment 'A'**. The selected firm will also be required to meet specific insurance requirements and provide proof of Professional Liability insurance.

Final authority to approve the selection of a firm and final acceptance of any agreement rests with the City Manager and/or City Council, as required.

8. GENERAL CONDITIONS

Issuance of this RFP and receipt of proposals does not commit the City of Santee to award a contract, to defray any costs incurred in the preparation of a proposal, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not that proposal was selected.

Subsequent to contract negotiations, a prospective firm may be required to submit revisions to their proposals. All firms submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the City selection committee and the approval of the City Manager or Santee City Council, as required.

8.1 Public Record

All proposals submitted and information included therein shall become the property of the City of Santee and public records, and as such may be subject to public review.

8.2 Right to Cancel

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all potential Proposers will be notified in writing by the City.

8.3 Additional Information

The City reserves the right to request additional information and/or clarification from any or all Proposers of this RFP.

8.4 Conflict of Interest

The City complies with all California statutes and regulations related to conflicts of interest.

8.5 Insurance Requirements

The successful firm will be required to furnish certificates of insurance as specified in the attached Sample Agreement – **Attachment 'A'**. The required insurance certificates must be provided within fifteen (15) days of notification of award and prior to the commencement of work.

8.6 Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, the successful firm, as Consultant, shall secure the payment of compensation to all employees. Consultant shall sign and file with City the following certificate, included herein as **Attachments 'C' or 'D'**, prior to performing the Work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract." The form of such certificate is included as a part of the Contract Documents.

8.7 Commitment to Equal Opportunity

The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

8.8 Non-Collusion Affidavit

Public Contracts Code Section 7106 requires submittal of an affidavit of non-collusion with the proposal. This form is included herein as **Attachment 'E'** and must be signed under the penalty of perjury, notarized and dated.

**ATTACHMENT 'A'
SAMPLE AGREEMENT****AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SANTEE
AND
[CONSULTANT]**

This Agreement for Professional Services ("Agreement") is made and entered into this [DAY] day of [MONTH], [YEAR], by and between the City of Santee, a California charter city ("City") and [CONSULTANT], a [*corporation, partnership, LLC or LLP, individual, etc.*] ("Consultant").

RECITALS

- A. City is a charter city and is in need of professional services for the following project:
_____ ("the Project").
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The parties' desire by this Agreement to establish the terms for the City to retain Consultant to provide the services described herein.

AGREEMENT**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:****1. Services**

Consultant shall provide the City with the services described in the Scope of Services attached hereto as [Exhibit 'A'](#) and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in [Exhibit 'A'](#) that is inconsistent herewith.

2. Compensation

- a. Subject to paragraphs 2(b) - (d) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in [Exhibit 'B'](#) attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in [Exhibit 'B'](#) that is inconsistent herewith.
- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$ _____.
- c. Each month Consultant shall furnish City with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms

set forth in paragraph 2(d). In the event any charges or expenses are disputed, the original invoice shall be returned by City to Consultant for correction and resubmission.

- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. **Additional Work**

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by the City in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. **Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

5. **Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

6. **Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of City.

7. **Conflict of Interest**

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

8. **Term of Agreement and Time of Performance**

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Scope of Work shown in [Exhibit 'A'](#) attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in [Exhibit 'A'](#) that is inconsistent herewith. Work shall commence upon receipt of a written Notice to Proceed from the City. The Notice to Proceed shall set forth the date of

commencement of the work. Unless a different date is set forth in the Activity Schedule, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or the Work is complete. Such term may be extended upon written agreement of both City and Consultant.

9. Delays in Performance

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

10. Compliance with Law

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by Federal, State and local regulatory agencies.

11. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

12. Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

13. Independent Consultant

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in [Exhibit 'A'](#), subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

14. Integration

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

15. Insurance**a. Commercial General Liability**

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury (including death) and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
 - (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.
- c. Workers' Compensation/Employer's Liability (If applicable)
- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
 - (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
 - (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
 - (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.
- d. Minimum Policy Limits Required.
- (i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability (if applicable)	\$1,000,000 per accident for bodily injury or disease

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

e. Evidence Required.

- (i) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

f. Policy Provisions Required.

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Contractor's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.
- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

g. Qualifying Insurers.

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

h. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

16. Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance. If the Consultant maintains additional coverage or higher limits than those indicated herein, then the City shall be entitled to additional coverage or higher limits maintained by the Consultant.

17. Confidentiality

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

18. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

19. Termination or Abandonment

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

20. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:
Name:
Title:
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1222

CONSULTANT:
Attn:
Title
Company
Address
Address

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Severability and Waiver

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

24. Nondiscrimination

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTEE

CONSULTANT

By: _____
Marlene Best, City Manager

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

EXHIBIT 'A'
SCOPE OF SERVICES

EXHIBIT 'B'
SCHEDULE OF CHARGES

ATTACHMENT 'B'
WALKER PRESERVE RESTORATION AND MONITORING PROJECT
LOCATION MAP



ATTACHMENT 'C'
WORKERS' COMPENSATION CERTIFICATE
SANTEE CITY WEBSITE REDESIGN PROJECT

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways;

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

TITLE: _____

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ }

On _____
(date), before me, _____ (name and title of the officer), personally appeared _____

(name(s) of signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

ATTACHMENT 'D'
WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS
SANTEE CITY WEBSITE REDESIGN PROJECT

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City of Santee with evidence satisfactory to the City of Santee that it has secured workers' compensation and employers' liability insurance satisfactory to the City of Santee prior to any such employee performing any work under the Contract Documents.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

TITLE: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ }

On _____
(date), before me, _____ (name and title of the officer), personally appeared _____

(name(s) of signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

ATTACHMENT 'E'
NON-COLLUSION AFFIDAVIT

SANTEE CITY WEBSITE REDESIGN PROJECT

[Note: To be executed by Proposer and Submitted with Proposal]

State of California)
) SS
County of _____)

_____, being duly sworn, deposes and says that

he or she is _____ of
(Title)

_____, the party making the foregoing bid;
(Corporation)

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true, and, further, that the Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Proposer Signature:_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ }

On _____
(date), before me, _____ (name and title of the officer), personally appeared _____
_____, (name(s) of signer(s)), who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]